



January 20, 2016

Via: Email

Mr. Kelly Church
Director of Public Works
Township of North Huron
274 Josephine Street, P.O. Box 90
Wingham ON N0G 2W0

Dear Mr. Church:

**Re: 2016 East Wawanosh Landfill Monitoring and Supplemental Work Program
Project No.: LNE085780.2016**

This letter provides a budget estimate for the 2016 monitoring program for the East Wawanosh Landfill. The work program for the Wingham Landfill is provided under separate cover.

Monitoring and Reporting

Monitoring of the East Wawanosh Landfill Site is to be completed in accordance with the site's Environmental Compliance Approval (ECA) number A162501, dated January 20, 2010, amended March 13, 2013. For the purposes of this estimate, the standard monitoring services include hydrogeological and operational monitoring in the spring and fall of 2016.

Monitoring reports are required to be submitted to the Ministry of the Environment and Climate Change (MOECC) every other year. The last report, covering 2012 and 2013, was completed in April 2014. The 2014 and 2015 report, to be submitted by April 30, 2016, is included in this budget.

The number of spring and fall sampling locations is summarized on Table 1 below. As part of the groundwater monitoring program, we normally collect samples from the drinking water well of a neighbouring landowner. In all cases, Burnside collects samples in accordance with MOECC standards.

Table 1: Sampling Locations

	Number of Locations
Groundwater Samples (monitoring wells)	9
Private Well Samples	1
Surface Water Samples	1
QA/QC Samples ¹	1
Landfill Gas Measurements ²	7
1. Duplicate groundwater samples are collected from randomly selected wells for quality assurance/quality control (QA/QC) during each monitoring visit.	
2. Landfill gas locations include 3 gas probes, 3 monitoring wells and 1 building.	

Waste Volume Survey

The ECA requires calculations of volume of waste placed and remaining capacity be included in the monitoring program. Therefore, topographic surveys of the waste have been completed every other year prior to the biennial monitoring report. The last survey was completed in December 2015. Burnside understands that the site was inactive during 2015 and will remain that way during 2016 and for the foreseeable future. Therefore, we have not included the cost of a survey in this budget. Should activity resume, a survey may be required during 2017.

Landfill Liability Assessment

Ontario municipalities are required to report annually on financial liabilities related to closure and post closure care for their operating and closed landfills. The Public Sector Accounting Board requires the assessment be updated annually and submitted with your municipal financial reporting. Burnside's most recent assessment was completed in May 2015 for the year ending December 31, 2014. As an inactive site with many decades of remaining capacity, an updated assessment is unlikely to result in changes to the projected liability value. While we have not included a specific budget, Burnside will review our previous liability assessment and confirm this assumption following completion of the 2014-2015 Monitoring Report (above).

Overall Work Program Budget

Table 2, below, provides a breakdown of the anticipated costs for completing the 2016 work program. Some of this work extends into 2017, and is shown on the table as such. The table also includes the monitoring report budget approved as part of the 2015 work program to be completed in 2016. Because of the biennial nature of the monitoring reports, there are differences in the annual budgets (comparison of 2015 vs. this 2016 budget). I would be pleased to provide comparison points for your consideration if you wish.

Table 2: East Wawanosh Landfill Work Program Estimate

	2016	2017	Total
Monitoring			
Project Management	1,950	600	2,550
Spring and Fall Sampling ¹	6,200		6,200
Laboratory ¹	2,650		2,650
Reporting			
Biennial Monitoring Report - 2014/2015 ²	10,425	-	10,425
Summary Letter - 2016 Monitoring		2,550	2,550
Total³	\$ 21,225	\$ 3,150	\$ 24,375

Notes:

1. Estimate is based on spring and fall sampling at locations indicated in Table 1.
2. This work was included as part of the 2015 work program (Burnside's letter of January 8, 2015), to be completed during 2016.
3. Estimates exclude taxes.

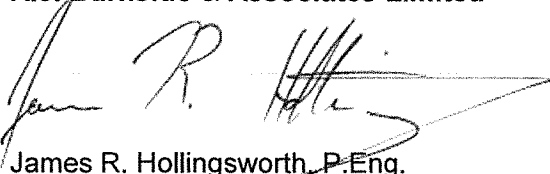
Authorization to Proceed

Burnside's Standard Conditions of Service and an Authorization to Proceed form are enclosed with this letter. Please complete the authorization form and return it to our office at your earliest convenience. Burnside's project/file number for this and any unanticipated landfill work will be LNE085780.2016.

Burnside looks forward to continuing our work with the Township on the East Wawanosh Landfill. If you have any questions or concerns, please feel free to contact the undersigned.

Yours truly,

R.J. Burnside & Associates Limited



James R. Hollingsworth, P.Eng.
Manager, Solid Waste Services
JR/JRH:js

Enclosure(s) Authorization to Proceed
Standard Conditions of Service

This document contains proprietary and confidential information. As such, it is for the sole use of the addressee and R.J. Burnside & Associates Limited. Proprietary information shall not be disclosed, in any manner, to a third party except by the express written consent of R.J. Burnside & Associates Limited. This document is deemed to be the intellectual property of R.J. Burnside & Associates Limited in accordance with Canadian copyright law.

Authorization to Proceed

Date: January 20, 2016 **Project No.:** LNE085780.2016
Client: Mr. Kelly Church
Submitted By: James R. Hollingsworth, P.Eng.
Project: 2016 East Wawanosh Landfill Monitoring and Supplemental Work Program

I, _____, being an employee of the Township of North Huron,
hereby authorize the firm of R.J. Burnside & Associates Limited (the Consultant), to arrange for
or perform the work described in the Proposal Letter dated January 20, 2016.

I understand that the payment is based on Time plus Expenses.

By affixing my signature, I understand that the scope of work contained in the Proposal Letter
(noted above) is governed by the attached Standard Conditions of Service.

Signature

Date

Position/Title

I have authority to bind the Corporation.

To hold the rates/and or fee estimate provided in the attached proposal, this Authorization To
Proceed must be signed and returned to R.J. Burnside & Associates Limited within 60 days
from the date above.

Standard Conditions of Service

Services

The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.

Fees and Expenses

Billing will be in accordance with the fees as outlined in the proposal, plus expenses. Expenses properly incurred in connection with the project will be billed at cost plus an administrative charge of eight percent.

The Consultant will assist in selecting and coordinating other Consultants on Client's behalf. The Consultant does not accept any liability for other Consultants' work and encourage Clients to do their own investigations. Clients are encouraged to request that other Consultants invoice them directly and save the eight percent added administration charge on that expense.

Invoices

Invoices will be submitted on a monthly basis. Interest (1 percent per month of the unpaid amount) will be added to all unpaid balances after 30 days from date of invoicing. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.

Changes in Scope

The scope of work identified is based on the Consultant's understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Client's needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.

Mediation

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.

Limitation of Liability

For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.

The Consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services.

The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

No other party shall rely on the Consultant's work without the express written consent of the Consultant.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

Hold Harmless

Burnside's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce Burnside's scope of services, the Client hereby agrees to release, hold harmless, defend and indemnify Burnside from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

Field Review Services

Where engaged by the Client, the Consultant will provide field review services. It is understood that in engaging the Consultant, the Client

recognizes that the role of the Consultant in completing field review is to ensure conformity of the construction with the identified design. The Consultant does not provide direction to the Contractor on construction methods, nor does the Consultant warrant the Contractor's work - this is the sole responsibility of the Contractor for which the Consultant will not take any liability. Prior to the initiation of construction, the Client and the Consultant will agree on a field review schedule. The Client acknowledges that where a reduced field review schedule is agreed, the Consultant will not be held liable for any work completed by the Contractor for which the Consultant has not been on site to witness conformity with the design.

Governing Law

The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

Assignment

Neither party shall assign responsibilities without the written consent of the other.

Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension

Upon 14-calendar day's written notice to the Consultant, the Client may suspend the Consultant's work. If payment of the Consultant's invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may by 14-calendar day's written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45-calendar days shall, at the Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

The Client shall be entitled to a copy of all drawings, specifications, designs and documents prepared by the Consultant but shall not use them for any other project. The originals shall remain the property of the Consultant.

Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

Tax

Any applicable taxes will be added to invoices.



January 20, 2016

Via: Email

Mr. Kelly Church
Director of Public Works
Township of North Huron
274 Josephine Street, P.O. Box 90
Wingham ON N0G 2W0

Dear Mr. Church:

**Re: Wingham Landfill Monitoring and Supplemental Services
2016 Budget Estimate
Project No.: LNE085790.2016**

This letter provides a budget estimate for the 2016 monitoring program for the Wingham Landfill. The work program for the East Wawanosh Landfill is provided under separate cover.

Monitoring and Reporting

Monitoring of the Wingham Landfill Site is to be completed in accordance with the site's Environmental Compliance Approval (ECA) number A160502, dated May 2, 2012. Full monitoring reports are to be submitted to the Ministry of the Environment and Climate Change (MOECC) every three years. The report covering 2015-2017 must be submitted by May 31, 2018. The MOECC's August 2015 letter, regarding the arsenic levels at OW38, requires additional investigation and reporting during spring 2016 (MOECC Directed Actions).

For the purposes of this estimate, the standard monitoring services include:

Spring 2016

- Spring hydrogeological and operational monitoring (including MOECC required VOC at OW33 and OW36);
- Laboratory results review to identify potential issues; and
- Preparation of a 2015 Monitoring Status Summary Letter.

Fall 2016

- Fall hydrogeological and operational monitoring;
- Laboratory results review to identify potential issues;
- End of year survey of waste volume in place (December 2016); and

- Letters to private well owners with 2016 sampling results for their well(s).

The 2015 Monitoring Status Summary Letter was identified in Burnside's 2015 work plan (letter dated January 8, 2015) as an effort that would be completed during 2016. Per the MOECC Directed Actions there are now additional requirements for the 2015 Monitoring Status Summary Letter. This letter must be provided to the MOECC by April 30, 2016. We do not anticipate spring 2016 sampling data will be available in time for inclusion in the letter to the MOECC.

Following the 2016 spring and fall sampling, Burnside will review the laboratory results and will bring any potential concerns to the Township's attention, along with recommendations for proposed actions. Normally, a summary letter is prepared at the end of the sampling year to track operations and monitoring issues and submitted to the Township. We have budgeted for this to occur during the first quarter of 2017, though it may be complete at the end of 2016. It is likely that this letter will also need to be submitted to the MOECC, in keeping with the MOECC letter of August 2015.

The number of spring and fall sampling locations is summarized below in Table 1 below. As part of the groundwater monitoring program, we normally collect samples from drinking water wells of neighbouring landowners. In all cases, Burnside collects samples in accordance with MOECC standards.

Table 1: Sampling Locations

	Number of Locations
Groundwater Samples (monitoring wells)	15
Groundwater Levels (monitoring wells)	7
Private Well Samples	6
Surface Water Samples	2
QA/QC Samples ¹	2
Landfill Gas Measurements ²	13
1.	Duplicate groundwater samples are collected from randomly selected wells for quality assurance/quality control (QA/QC) during each monitoring visit.
2.	Landfill gas locations include 8 gas probes, 3 monitoring wells and 2 buildings

Landfill Liability Assessment

Ontario municipalities are required to report annually on financial liabilities related to closure and post closure care for their operating and closed landfills. The Public Sector Accounting Board requires the assessment be updated annually and submitted with your municipal financial reporting. Burnside's most recent assessment was completed in May 2015 for the year ending December 31, 2014. As part of this 2016 work plan, Burnside will review and update the assessment to consider data collected through December 31, 2015. We plan to provide you with an email in this regard that you can pass along to the municipal auditors.

MOECC Directed Actions

The MOECC, in a letter dated August 21, 2015, required an investigation into elevated iron, arsenic and DOC levels in the shallow groundwater at OW38 (installed in 2012 between the landfill and Reid Road). Burnside submitted a work plan letter to the MOECC on September 29, 2015, following emails and discussions with the Township. Limited initial efforts commenced in 2015. The remainder is to be completed in early 2016, and is part of this budget estimate.

The work required includes:

- Investigation into reasonable use exceedance and the possible location of a former landfill north of Reid Road (including installation of up to two monitoring wells north of Reid Road);
- Decommissioning of unused monitoring wells on the landfill site¹; and
- Additional VOC sampling in the spring of 2016.

Burnside is to submit a report interpreting our investigation, and including our 2015 Monitoring Status Summary, to the MOECC by April 30, 2016.

Overall Work Program Budget

Table 2 below, provides a breakdown of the anticipated costs for completing the 2016 work program. Some of this work may extend into 2017, and is shown on the table as such. This work program includes the budget for the MOECC Directed Actions and 2016 reporting letters but does not include the Triennial Monitoring Report which was last completed in 2015. These differences make it difficult to compare the 2015 and 2016 work plan budgets on an overall basis. I would be pleased to provide comparison points for your consideration if you wish.

Table 2: Wingham Landfill Work Program Estimate

	2016	2017	Total
Monitoring			
Project Management	3,325		3,325
Spring and Fall Sampling ¹	7,200		7,200
Laboratory (spring and fall) ¹	5,625		5,625
Topographic Survey	1,875		1,875
Subtotal	18,025	-	18,025
Reporting			
2015 Monitoring Status Letter	4,700		4,700
2016 Well Owner Letters	750		750
2016 Monitoring Status Letter ²		1,500	1,500
Subtotal	5,450	1,500	6,950
Other			
MOECC Directed Actions	24,350		24,350
Updated Landfill Liability Assessment	475		475
Total ³	\$ 48,300	\$ 1,500	\$ 49,800

Notes:

1. Estimate is based on spring and fall sampling locations indicated in Table 1.
2. Work might be completed during late 2016. Cost dependent upon MOECC comments about the 2015 Monitoring Status Letter.
3. Estimates exclude taxes.

¹ As part of their long term waste disposal alternatives review, the County of Huron installed 13 monitoring wells at the Wingham landfill. The County committed to decommissioning these wells when there were no longer required. The Township should initiate discussion with the County regarding cost recovery for the well decommissioning to be completed in this work program. Burnside would be happy to assist in this regard, though we have not included any budget allowance for such efforts.

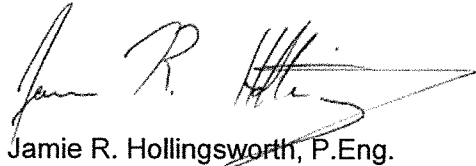
Authorization to Proceed

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Burnside looks forward to continuing our work with the Township on the Wingham Landfill. If you have any questions or concerns, please feel free to contact the undersigned.

Yours truly,

R.J. Burnside & Associates Limited

A handwritten signature in black ink, appearing to read 'Jamie R. Hollingsworth', with a long horizontal flourish extending to the right.

Jamie R. Hollingsworth, P.Eng.
Manager, Solid Waste Services
JR/JRH:js

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Authorization to Proceed

Date: January 20, 2016 **Project No.:** LNE085790.2016
Client: Mr. Kelly Church
Submitted By: Jamie R. Hollingsworth, P.Eng.
Project: Wingham Landfill Monitoring and Supplemental Services

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I understand that the payment is based on Time plus Expenses.

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Changes in Scope

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Assignment

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Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

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Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

The Client shall be entitled to a copy of all drawings, specifications, designs and documents prepared by the Consultant but shall not use them for any other project. The originals shall remain the property of the Consultant.

Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

Tax

Any applicable taxes will be added to invoices.